

BY MEGAN C. MONTGOMERY

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

STATE OF WASHINGTON,)
Plaintiff,) No. 01-1-10270-9 SEA
Vs.)
GARY LEON RIDGWAY) JUDGMENT AND SENTENCE) FELONY
Defendant,	
I. 1	HEARING
I.1 The defendant, the defendant's lawyers, Mark Pro Eric Lindell, Michelle Shaw, Dave Roberson and Suza at the sentencing hearing conducted today. Others pres attachment.	
II. It There being no reason why judgment should not be pro 2.1 CURRENT OFFENSE(S): The defendant was fo	FINDINGS conounced, the court finds: bund guilty on November 5, 2003 by plea of guilty to:
Count No.: 1 (1) Crime: Aggravated First	Degree Murder
RCW 9A. 32.030(1)(a) & former 10.95.020(8)	Crime Code: <u>00114</u>
Date of Crime: <u>7/8/82 through 7/15/82</u>	Incident No.
Count No.: II (2) Crime: Aggravated First De	egree Murder
RCW 9A. 32.030(1)(a) & former 10.95.020(8)	Crime Code: 00114
Date of Crime: 7/25/82 through 8/12/82	Incident No.
Count No.: III (3) Crime: Aggravated First De	egree Murder
RCW 9A. 32.030(1)(a) & former 10.95.020(8)	Crime Code: 00114
Date of Crime: 8/1/82 through 8/15/82	Incident No.
Count No.: <u>IV (4)</u> Crime: <u>Aggravated First De</u>	entae Murdar
RCW 9A. 32.030(1)(a) & former 10.95.020(8)	Crime Code: 00114
Date of Crime: 8/11/82 through 8/15/82	Incident No.

Count No.: V (5) Crime: Aggravated First Degre	e Murder
RCW 9A. 32.030(1)(a) & former 10.95.020(8)	Crime Code: 00114
Date of Crime: 8/12/82 through 8/15/82	Incident No.
Count No.: VI (6) Crime: Aggravated First Degre	
RCW 9A. 32.030(1)(a) & former 10.95.020(8)	Crime Code: 00114
Date of Crime: 9/20/82 through 5/30/88	Incident No.
Count No.: VII (7) Crime: Aggravated First Degre	e Murder
RCW 9A. 32.030(1)(a) & former 10.95.020(8)	Crime Code: 00114
Date of Crime: 5/2/83 through 5/8/83	Incident No.
Count No.: VIII (8) Crime: Aggravated First Degre	
RCW 9A. 32.030(1)(a) & former 10.95.020(8)	Crime Code: <u>00114</u>
Date of Crime: 7/17/82	Incident No.
Count No : IV (0) Chima: Adamsunted First Donne	a Mundan
Count No.: 1X (9) Crime: Aggravated First Degre RCW 9A. 32.030(1)(a) & former 10.95.020(8)	Crime Code: 00114
Date of Crime:8/29/82	Incident No.
	incident ivo.
Count No.: X (10) Crime: Aggravated First Degre	e Murder
RCW 9A. 32.030(1)(a) & former 10.95.020(8)	Crime Code: <u>00114</u>
Date of Crime: 3/3/83	Incident No.
Count No.: XI (11) Crime: Aggravated First Degre	
RCW 9A. 32.030(1)(a) & former 10.95.020(8)	Crime Code: 00114
Date of Crime:3/8/83 through 3/17/83	Incident No.
Count No.: XII (12) Crime: Aggravated First Degre	e Murder
RCW 9A. 32.030(1)(a) & former 10.95.020(8)	Crime Code: 00114
Date of Crime: 4/10/83	Incident No.
Count No.: XIII (13) Crime: Aggravated First Degre	
RCW 9A. 32.030(1)(a) & former 10.95.020(8)	Crime Code: 00114
Date of Crime: 4/17/83	Incident No.
Count No.: XIV (14) Crime: Aggravated First Degre	e Murder
RCW 9A. 32.030(1)(a) & former 10.95.020(8)	
Date of Crime: 5/31/83 through 6/15/83	Crime Code: 00114 Incident No
Count No.: XV (15) Crime: Aggravated First Degre	
RCW 9A. 32.030(1)(a) & former 10.95.020(8)	Crime Code: <u>00114</u>
Date of Crime: 9/15/82	Incident No.
Count No VVII (10) - Colors Assessed 15' - D	
Count No.: XVI (16) Crime: Aggravated First Degree RCW 9A. 32.030(1)(a) & former 10.95.020(8)	
Date of Crime: 4/14/83	Crime Code: 00114 Incident No.
Dute of Cliffic. 4714703	meigent No.
Count No.: XVII (17) Crime: Aggravated First Degree	e Murder
RCW 9A. 32.030(1)(a) & former 10.95.020(8)	Crime Code: 00114
Date of Crime: 6/8/83	Incident No.
C N WITH (10) C:	
Count No.: XVIII (18) Crime: Aggravated First Degre	
RCW <u>9A. 32.030(1)(a) & former 10.95.020(8)</u> Date of Crime: <u>7/18/83</u>	Crime Code: 00114
Date of Crime:	Incident No.

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Count No.: XIX (19) Crime: Aggravated First Degre	e Murder
RCW 9A. 32.030(1)(a) & former 10.95.020(8)	Crime Code: <u>00114</u>
Date of Crime: 9/26/82	Incident No.
Count No.: XX (20) Crime: Aggravated First Degre	e Murder
RCW 9A. 32.030(1)(a) & former 10.95.020(8)	Crime Code: 00114
Date of Crime:10/8/82	Incident No.
Count No.: XXI (21) Crime: Aggravated First Degre	e Murder
RCW 9A. 32.030(1)(a) & former 10.95.020(8)	Crime Code: <u>00114</u>
Date of Crime:10/20/82 through 4/9/84	Incident No.
Count No.: XXII (22) Crime: Aggravated First Degre	e Murder
RCW <u>9A. 32.030(1)(a) & former 10.95.020(8)</u>	Crime Code: <u>00114</u>
Date of Crime:10/2/82 through 8/11/83	Incident No.
Count No.: XXIII (23) Crime: Aggravated First Degree	e Murder
RCW 9A. 32.030(1)(a) & former 10.95.020(8)	Crime Code: 00114
Date of Crime: <u>5/23/83</u>	Incident No.
C. AN MOUNT (O.O. C.)	
Count No.: XXIV (24) Crime: Aggravated First Degree	ee Murder
RCW 9A. 32.030(1)(a) & former 10.95.020(8)	Crime Code: 00114
Date of Crime: 1/1/82 through 3/21/84	Incident No
Count No.: XXV (25) Crime: Aggravated First Degree	M I
RCW 9A. 32.030(1)(a) & former 10.95.020(8)	
Date of Crime: 12/24/82	Crime Code: 00114
Duce of Clinic. 12/24/02	Incident No.
Count No.: XXVI (26) Crime: Aggravated First Degre	e Murder
RCW 9A. 32.030(1)(a) & former 10.95.020(8)	Crime Code: 00114
Date of Crime: 4/17/83	Incident No.
	Incident No
Count No.: XXVII (27) Crime: Aggravated First Degree	ee Murder
RCW 9A. 32.030(1)(a) & former 10.95.020(8)	Crime Code: 00114
Date of Crime: 12/1/85 through 12/31/85	Incident No.
	THE COURT OF THE C
Count No.: XXVIII (28) Crime: Aggravated First Deg	ree Murder
RCW 9A. 32.030(1)(a) & former 10.95.020(8)	Crime Code: 00114
Date of Crime: 12/1/82 through 12/31/85	Incident No.
Count No.: XXIX (29) Crime: Aggravated First Degre	e Murder
RCW 9A. 32.030(1)(a) & former 10.95.020(8)	Crime Code: 00114
Date of Crime: <u>4/30/83</u>	Incident No.
Count No.: XXX (30) Crime: Aggravated First Degre	e Murder
RCW 9A. 32.030(1)(a) & former 10.95.020(8)	Crime Code: 00114
Date of Crime: <u>5/22/83 through 5/23/83</u>	Incident No.
Count No.: XXXI (31) Crime: Aggravated First Degree	
RCW 9A. 32.030(1)(a) & former 10.95.020(8)	Crime Code: <u>00114</u>
Date of Crime: 9/5/83	Incident No.
Count No.: XXXII (32) Crime: Aggravated First Degre	
RCW 9A. 32.030(1)(a) & former 10.95.020(8)	Crime Code: 00114
Date of Crime: <u>10/11/83</u>	Incident No.

Count No.: XXXIII (33) Crime: Aggravated First De	egree Murder
RCW 9A. 32.030(1)(a) & former 10.95.020(8)	Crime Code: 00114
Date of Crime: 10/26/83	Incident No.
Count No.: XXXIV (34) Crime: Aggravated First De	gree Murder
RCW 9A. 32.030(1)(a) & former 10.95.020(8)	Crime Code: 00114
Date of Crime: <u>2/7/87 through 9/11/91</u>	Incident No.
Count No.: XXXV (35) Crime: Aggravated First De	gree Murder
RCW 9A. 32.030(1)(a) & former 10.95.020(8)	Crime Code: 00114
Date of Crime: 3/1/90 through 9/20/90	Incident No.
Country NOVOULOO CO	
Count No.: XXXVI (36) Crime: Aggravated First De	
RCW 9A. 32.030(1)(a) & former 10.95.020(8)	Crime Code: 00114
Date of Crime:5/31/83	Incident No.
Count No.: XXXVII (37) Crime: Aggravated First De	agree Murdor
RCW 9A. 32.030(1)(a) & former 10.95.020(8)	Crime Code: 00114
	Crime Code: 00114
Date of Crime: <u>7/25/83</u>	Incident No.
Count No.: XXXVIII (38) Crime: Aggravated First D	egree Murder
RCW 9A. 32.030(1)(a) & former 10.95.020(8)	Crime Code: 00114
Date of Crime: 8/18/83 through 9/1/83	Incident No.
Count No.: XXXIX (39) Crime: Aggravated First Dep	gree Murder
RCW 9A. 32.030(1)(a) & former 10.95.020(8)	Crime Code: 00114
Date of Crime: 9/28/1983	Incident No.
Count No.: XL (40) Crime: Aggravated First Degree	e Murder
RCW 9A. 32.030(1)(a) & former 10.95.020(8)	Crime Code: 00114
Date of Crime: 9/12/83 through 9/15/83	Incident No.
Count No.: XLI (41) Crime: Aggravated First Degree	ee Murder
RCW 9A. 32.030(1)(a) & former 10.95.020(8)	Crime Code: 00114
Date of Crime: <u>10/30/83</u>	Incident No.
Court No VI II (40) - C :	
Count No.: XLII (42) Crime: Aggravated First Degre	ee Murder
RCW 9A. 32.030(1)(a) & former 10.95.020(8)	Crime Code: <u>00114</u>
Date of Crime: <u>11/1/83</u>	Incident No.
Count No.: XLIII (43) Crime: Aggravated First Degr	
RCW 9A. 32.030(1)(a) & former 10.95.020(8)	
Date of Crime: 12/1/83 through 12/31/83	Crime Code: 00114
Date of Crime. 12/1/83 through 12/31/83	Incident No.
Count No.: XLIV (44) Crime: Aggravated First Degr	ee Murder
RCW 9A. 32.030(1)(a) & former 10.95.020(8)	Crime Code: 00114
Date of Crime: 2/6/84	Incident No.
	Incident No.
Count No.: XLV (45) Crime: Aggravated First Degree	ee Murder
RCW 9A. 32.030(1)(a) & former 10.95.020(8)	Crime Code: 00114
Date of Crime: <u>3/13/84</u>	Incident Nie
	medent No.
	Incident No.
Count No.: XLVI (46) Crime: Aggravated First Degree	oo Mundan
RCW 9A. 32.030(1)(a) & former 10.95.020(8)	ee Murder
Count No.: XLVI (46) Crime: Aggravated First Degree RCW 9A. 32.030(1)(a) & former 10.95.020(8) Date of Crime: 10/17/86	oo Muudan

Count No.: XLVII (47) Crime: Aggravated First Degree RCW 9A. 32.030(1)(a) & former 10.95.020(8)			Crime Code: 00114			
Date of Crime: 8/4/98 through 8/6/98						
Count No.:	XLVIII (48)	Crime: First I	Degree Murder	Aggravated First D	egree Murder	**************************************
		ough 8/31/93				
[] Addition	nal current of	fenses are attach	ed in Appendi			
2.2 OTHER in calculating	CURRENT (CONVICTION score are (list of	(S): Other curr	ent convictions liste e number): <u>Not app</u>	ed under different ca blicable (N/A)	use numbers used
offender score [X] Criminal I	e are (RCW 9 history is atta- added for off	.94A.525): ched in Append fense(s) commit	ix B.		for purposes of calculation for count(s)	-
Sentencing	Offender	Seriousness	Standard		Total Standard	Maximum
Data Counts	Score N/A	Level	Range	Enhancement	Range	Term
1- 47	IV/A	XVI	None	N/A	N/A	Life Imprisonment without the possibility of early release or parole and/or a \$50,000 fine.
Count 48	N/A	N/A	N/A	N/A	N/A	Life Imprisonment
[—] Substantia Count(s)	l and compel		t which justify	a sentence above/be Findings of Fact and l-a similar sentence.	elow the standard ra Conclusions of Lav	nge for v are attached in
IT IS ADJUDO	GED that defe	endant is guilty o	of the current o	ffenses set forth in S	Section 2.1 above.	
III V. A. D. D. T.			IV. OI			
IT IS ORDERI	ED that the de	efendant serve th	e determinate	sentence and abide b	by the other terms se	et forth below.
[] Defen [] Defencourt,	dant shall pay dant shall not pursuant to R	pay restitution l CW 9.94A.753	te Clerk of this because the Co (2), sets forth the	urt finds that extrao	n attached Appendi n rdinary circumstanc in attached Appendi at	es exist, and the

	Defendant waives presence at future restitution hearing(s). Restitution is not ordered.
	[/] Defendant waives presence at future hearing(s) held pursuant to RCW 7.68.210.
	Defendant shall pay the Victim Penalty Assessment pursuant to RCW 7.68.035 in the amount of \$500.
4.2	OTHER FINANCIAL OBLIGATIONS: Having considered the defendant's present and likely future financial resources, the Court concludes that the defendant has the present or likely future ability to pay the financial obligations imposed. The Court waives financial obligation(s) that are checked below because the defendant lacks the present and future ability to pay them. Defendant shall pay the following to the Clerk of this Court:
	(a) [] \$, Court costs; [] Court costs are waived; (RCW 9.94A.030, 10.01.160)
	(b) [] \$100 DNA collection fee; [] DNA fee waived (RCW 43.43.754)(crimes committed after 7/1/02);
	(c) [] \$, Recoupment for attorney's fees to King County Public Defense Programs; [] Recoupment is waived (RCW 9.94A.030);
	(d) [/] \$ 480,000 * , Fine;
	(e) [] \$, King County Interlocal Drug Fund; [] Drug Fund payment is waived; (RCW 9.94A.030)
	(f) [] \$, State Crime Laboratory Fee; [] Laboratory fee waived (RCW 43.43.690);
	(g) [] \$, Incarceration costs; [/] Incarceration costs waived (RCW 9.94A.760(2));
	(h) [] \$, Other costs for:
4.3	PAYMENT SCHEDULE: Defendant's TOTAL FINANCIAL OBLIGATION is: plus restitution, which is to be determined at a later date. The payments shall be made to the King County Superior Court Clerk according to the rules of the Clerk and the following terms: on a schedule to be determined by the Sentencing Court once the amount of restitution is established at a future hearing. Financial obligations shall bear interest pursuant to RCW 10.82.090. The Defendant shall remain under the Court's jurisdiction and the supervision of the Department of Corrections for up to ten years from the date of sentence or release from confinement to assure payment of financial obligations. Court Clerk's trust fees are waived. Interest is waived except with respect to restitution.
4.4	CONFINEMENT OVER ONE YEAR: Defendant is sentenced to a term of total confinement in the custody of the Department of Corrections as follows, commencing: [/] immediately; [](Date):
	Counts 1 through 47: Life Imprisonment without the possibility of early release or parole;
	Count 48: Life Imprisonment;
	The above terms for counts 1 through 48 are to run consecutive to each other.

	The above terms shall run [/] CONSECUTIVE [] CONCURRENT to any previously imposed sentence not referred to in this order.
	The TOTAL of all terms imposed in this cause is Life imprisonment without the possibility of early release or parole on counts 1 through 47, to run consecutive to each other and Life imprisonment on count 48 to run consecutive to counts 1 through 47.
	Credit is given for [] days served [] days as determined by the King County Jail, solely for confinement under this cause number pursuant to RCW 9.94A505(6).
4.5	NO CONTACT: For the maximum term of Life, defendant shall have no contact with any victim family members of the 48 charged counts.
4.6	DNA TESTING. The defendant shall have a biological sample collected for purposes of DNA identification analysis and the defendant shall fully cooperate in the testing, as ordered in APPENDIX G .
	[] HIV TESTING: For sex offense, prostitution offense, drug offense associated with the use of hypodermic needles, the defendant shall submit to HIV testing as ordered in APPENDIX G.
4.7	(a) [] COMMUNITY PLACEMENT pursuant to RCW 9.94A.700, for qualifying crimes committed before 7-1-2000, is ordered for months or for the period of earned early release awarded pursuant to RCW 9.94A.728, whichever is longer. [24 months for any serious violent offense, vehicular homicide, vehicular assault, or sex offense prior to 6-6-96; 12 months for any assault 2°, assault of a child 2°, felony violation of RCW 69.50/52, any crime against person defined in RCW 9.94A.411 not otherwise described above.] APPENDIX H for Community Placement conditions is attached and incorporated herein.
	(b) [] COMMUNITY CUSTODY pursuant to RCW 9.94.710 for any SEX OFFENSE committed after 6-5-96 but before 7-1-2000, is ordered for a period of 36 months or for the period of earned early release awarded under RCW 9.94A.728, whichever is longer. APPENDIX H for Community Custody Conditions and APPENDIX J for sex offender registration is attached and incorporated herein.
	[] COMMUNITY CUSTODY - pursuant to RCW 9.94A.715 for qualifying crimes committed
	after 6-30-2000 is ordered for the following established range: [] Sex Offense, RCW 9.94A.030(38) - 36 to 48 months — when not sentenced under RCW 9.94A.712 [] Serious Violent Offense, RCW 9.94A.030(37) - 24 to 48 months [] Violent Offense, RCW 9.94A.030(45) - 18 to 36 months [] Crime Against Person, RCW 9.94A.411 - 9 to 18 months [] Felony Violation of RCW 69.50/52 - 9 to 12 months
	or for the entire period of earned early release awarded under RCW 9.94A.728, whichever is longer.
	Sanctions and punishments for non-compliance will be imposed by the Department of Corrections pursuant to RCW 9.94A.737.
	 APPENDIX H for Community Custody conditions is attached and incorporated herein. APPENDIX J for sex offender registration is attached and incorporated herein.
	[] WORK ETHIC CAMP: The court finds that the defendant is eligible for work ethic camp, is likely to qualify under RCW 9.94A.690 and recommends that the defendant serve the sentence at a work ethic camp. Upon successful completion of this program, the defendant shall be released to community custody for any remaining time of total confinement. The defendant shall comply with all mandatory statutory requirements of community custody set forth in RCW 9.94A.700. Appendix H for Community Custody Conditions is attached and incorporated herein.

4.9 [] ARMED CRIME COMPLIANCE, RCW 9.94 []attached []as follows:	A.475,.480. The State's plea/sentencing agreement is
Date: 12/18/03	Julas V Julian Tudge, KING COUNTY SUPERIOR COURT
	Print Name: The Honorable Richard A. Jones
Presented by:	Approved as to form:
Mand	Med in butt
Senior Deputy Prosecuting Attorney, WSBA# 11731 Print Name: Jeff B. Baird	Attorney for Defendant, WSBA #/2400 Print Name: Mark Prothero,
Chinally	Wathour Sowage
Senior Deputy Prosecuting Attorney, WSBA# 18888 Print Name: Patricia A. Eakes	Attorney for Defendant, WSBA # 2208 Print Name: Anthony Savage
Tantela 7. Lanes	Add MAmela rela
Senior Deputy Prosecuting Automey, WSBA# 19986 Print Name: Brian M. McDonald	Attorney for Defendant, WSBA # 12340 Print Name: Todd Gruenhagen
Thir Name. Bran M. McDonaid	Harist & Al
Deputy Prosecuting Attorney, WSBA# 29304 Print Name: Jan M. Moodhey	Attorney for Defendant, WSBA #
Print Name: Jan M Boodhery	Print Name: Fred Leatherman
Deputy Prosecuting Attorney, WSBA# 31488	Attorney for Defendant, WSBA # 18972
Print Name: Sean P. O'Donnell	Print Name: Eric Lindel
	Attorney for Defendant, WSBA #
	Print Name: Dave Roberson 19298
	Attordey for Defendant, WSBA #
	Pfint Name: Suzanne Elliott
	Attorney for Defendant, WSBA #
	Print Name: Michelle Shaw

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3					
4					
5					
6	SUPERIO	R COURT OF W	ASHINGTON FOR	KING COUNTY	
7	STATE OF WASHINGTO	ON,)		
8		P) laintiff,) No. (01-1-10270-9 SEA	L
9	vs.)		
10) JUDGMENT AND SENTENCE O GARY LEON RIDGWAY,) (FELONY) - APPENDIX B:				
11		Det	fendant,)		
12)		
13			·		
14					
15	The Defendant, Gary Leon	n Ridgway, has th	e following known o	eriminal history:	
16	CRIME	Sentencing Date	Adult or Juv. Crime	Cause Number	Location
17	Loitering for Prostitution	11/27/01	Adult	Y01376237	Sea-Tac, King County
18					
19					
20	[] The following prior con (RCW 9.94A.525(5)).	victions were counte	ed as one offense in de	termining the offend	ler score
21					
22	Date: 12/18/0]	ર	(10.0	A.	
23	Date: 12/18/	water	THE HONORABI JUDGE, KING CO		
e pelision e pelision de management de la companya	APPENDIX B: PROSEC DEFENDANT'S CRIMIN				rosecuting Attorney ourthouse

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

STATE OF WASHINGTON,)	
	Plaintiff,)) No.	
vs.) JUDGMENT ANI) (FELONY) – APP) SCHEDULE OF F	ENDIX E
	Defendant,)) _)	
RESTITUTION ORDER:			
The defendant is to make restitution payable in the installments and manner appro			
Name(s) 1	Address		Amount \$
2.			
3.			
TOTAL			\$
☐ EXTRAORDINARY CIRCUMSTANG The court finds, pursuant to RCW 9.94A inappropriate and those extraordinary circumstance.	x.753(5), that ext cumstances are a	raordinary circumstances	exist which make restitution
Date:	Philippin Agentum Assessment Assessment Assessment Assessment Assessment Assessment Assessment Assessment Asses	Judge	
Presented by:			
Deputy Prosecuting Attorney, WSBA ID No.	***************************************		
Approved as to form:			
Attorney for Defendant, WSBA ID No.			

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

STATE OF WASHINGTON,)
	Plaintiff,) No. 01-1-10270-9 SEA
vs.)) APPENDIX F
GARY LEON RIDGWAY) ADDITIONAL CONDITIONS OF SENTENCE
GART LEON RIDGWAY))
	Defendant,)
	***************************************	,
4444-4400-40		
	ann	
Date	<u>und</u>	GE, King County Superior Court

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

STATE OF WASHINGTON,)
	Plaintiff,) No. 01-1-10270-9 SEA
vs. GARY LEON RIDGWAY) APPENDIX G ORDER FOR BIOLOGICAL TESTING AND COUNSELING
	Defendant,)) _)

(1) DNA IDENTIFICATION (RCW 43.43.754):

The Court orders the defendant to cooperate with the King County Department of Adult Detention, King County Sheriff's Office, and/or the State Department of Corrections in providing a biological sample for DNA identification analysis. The defendant, if out of custody, shall promptly call the King County Jail at 296-1226 between 8:00 a.m. and 1:00 p.m., to make arrangements for the test to be conducted within 15 days.

(2) HIV TESTING AND COUNSELING (RCW 70.24.340):

(Required for defendant convicted of sexual offense, drug offense associated with the use of hypodermic needles, or prostitution related offense.)

The Court orders the defendant contact the Seattle-King County Health Department and participate in human immunodeficiency virus (HIV) testing and counseling in accordance with Chapter 70.24 RCW. The defendant, if out of custody, shall promptly call Seattle-King County Health Department at 205-7837 to make arrangements for the test to be conducted within 30 days.

If (2) is checked, two independent biological samples shall be taken.

Date: 12/18/03

JUDGE, King County Superior Court

(Page 13 of 34)

AGREEMENT

Comes now the State of Washington, by and through Norm Maleng, King County Prosecuting Attorney, and the Defendant, Gary Leon Ridgway, and his attorneys, Anthony Savage, Mark Prothero, Todd Gruenhagen, Fred Leatherman, Eric Lindell, Michele Shaw, David Roberson and Suzanne Lee Elliott, and enter into the following Agreement in State v. Ridgway, King County Superior Court cause number 01-1-10270-9 SEA:

1) Definitions.

- a) "Law Enforcement" means members of the King County Sheriff's Office and/or members of the Green River Homicides Investigation Unit.
- b) "Prosecuting Attorney" means the King County Prosecuting Attorney Norm
 Maleng and his deputy prosecuting attorneys and staff.
- The Current Charges. On December 5, 2001, the Defendant was charged with four counts of Aggravated Murder in the First Degree. The Defendant entered pleas of not guilty on all four counts. On April 15, 2002, the Prosecuting Attorney filed a Notice of Special Sentencing Proceeding with respect to the four counts. On March 27, 2003, the Prosecuting Attorney filed an amended information adding three additional counts of Aggravated Murder in the First Degree, and the Defendant entered pleas of not guilty to all counts. The deadline for filing a Notice of Special Sentencing Proceeding with respect to the three additional counts has been continued, at the Defendant's request, until September 1, 2003. The First Amended Information is attached as Appendix A to this Agreement.
- 3) The Defendant's Proffer. In May of 2003, the Defendant suggested to the Prosecuting Attorney that he would be willing to plead guilty to (1) the seven

counts of Aggravated Murder in the First Degree as currently charged in the First Amended Information, and (2) approximately forty-seven (47) other homicides that he committed in King County, Washington, if the Prosecuting Attorney would agree not to seek the death penalty against the Defendant for any of these crimes. The Defendant indicated that he wished to take responsibility for his criminal behavior. On June 10, 2003, the Defendant provided a written Proffer, attached as Appendix B to this Agreement and incorporated by reference herein. By this Agreement, the restrictions imposed on the parties in paragraphs numbered 1 through 8 of the Proffer (set forth on pages one (1) and two (2)) are hereby rescinded. By this Agreement, the Defendant reaffirms and adopts all representations made in the Proffer. The Defendant understands that the Prosecuting Attorney has relied upon the Defendant's representations in this Proffer and that any misrepresentation contained therein would constitute a material breach of this Agreement. In the event of a conflict between the terms of the Proffer and the terms of this Agreement, this Agreement shall control.

The Defendant's Obligations to Disclose. The Defendant agrees to disclose, to the best of his abilities, to Law Enforcement and the Prosecuting Attorney complete, truthful, and candid information concerning each and every crime that he has committed in King County, Washington. The parties acknowledge that in the nearly two decades since the commission of these crimes, other variables such as development, animal activity, and the like may have contributed to the loss or destruction of certain evidence. The requirements of this disclosure shall include, but are not limited to:

- a) The Defendant shall answer, completely, truthfully, and candidly, all questions from Law Enforcement and the Prosecuting Attorney. The Defendant shall make no knowing omissions or shall withhold no information.
- b) The Defendant shall disclose the existence and precise location of all evidence, documents, records, memoranda, property and other physical items that have any direct or circumstantial relation to any crimes that he has committed in King County, Washington. These items include, but are not limited to, property of his victims, weapons, objects used to conceal the commission of the crimes, vehicles used to transport any of the victims, and the Defendant's written accounts or documentation of his crimes or his activities during the years when the crimes were committed. If requested, the Defendant, accompanied by counsel and a defense investigator, shall lead Law Enforcement to the location of these items.
- c) The Defendant shall disclose the existence and precise location of all undiscovered physical remains of his victims. If requested, the Defendant, accompanied by counsel and a defense investigator, shall lead Law Enforcement to the location of these remains.
- d) The Defendant shall identify any persons who have information concerning crimes that the Defendant has committed in King County, Washington. These include, but are not limited to, witnesses to his criminal activities or any actions he took to promote his criminal activities and individuals to whom he has made statements about any of his victims, his crimes, or his actions or whereabouts at the times of the crimes.

e) The Defendant shall truthfully and completely answer all questions during interviews conducted by Law Enforcement or the Prosecuting Attorney. The Defendant understands that such interviews may take months to complete and may continue up to the day of the sentencing hearing. The Defendant understands and agrees that he may be transported to and housed at a secure location where interviews can occur without interruption. The Defendant understands that the conditions at the secure location regarding visitors, diet, exercise, entertainment, etc., will be reasonable but may be inferior to those at the King County Correctional Facility, and he waives any objections to the conditions therein. The Defendant will be provided with reasonable access to a telephone to consult with counsel. The Defendant further understands and agrees that Law Enforcement may cease interviewing at any time and re-initiate interviews at their discretion at any time until the sentencing hearing. The Defendant understands that he may be questioned repeatedly about any given crime in an effort to determine his credibility. The Defendant shall submit to polygraph testing, which Law Enforcement or the Prosecuting Attorney may employ to determine his credibility. The Defendant understands that all interviews shall be videotaped and audiotaped but that a failure to do so shall not constitute a material breach of this Agreement. The Defendant consents to such recordings. The Defendant waives any provisions of RCW 9.73 which may apply to the recording of his questioning by Law Enforcement or the Prosecuting Attorney. The Defendant understands and agrees that no more than two of the Defendant's attorneys shall, at his request, be permitted to accompany him during the interviews. The Defendant understands

and agrees that, while he is free to consult with his attorney at any time during these interviews, his attorneys shall not interfere with or object to questions during the interview process unless a breach of this Agreement is alleged or the Defendant's answers to questions could implicate him in crimes committed outside King County.

- f) Absent express permission of the Prosecuting Attorney, the Defendant agrees that, prior to his sentencing hearing, he shall not make any disclosure of any information described in this section to anyone other than Law Enforcement, the Prosecuting Attorney, and the Defendant's attorneys.
- g) The Defendant understands and agrees that his breach of any provision of Section4) of this Agreement will constitute a material breach of this Agreement.
- Subsequent Investigation. The Defendant understands that the Prosecuting

 Attorney will endeavor to confirm the accuracy of the information that the

 Defendant provides under the terms of this Agreement by any investigative means
 which it deems, in its sole discretion, appropriate and necessary.
- that he has committed in King County, Washington, the Prosecuting Attorney shall withdraw the notice to seek the death penalty on the currently charged counts and decline to seek the death penalty on any additional charges of Aggravated Murder in the First Degree arising from such crimes. Concurrently, the Defendant shall plead guilty as charged to (1) the seven counts of Aggravated Murder in the First Degree as charged in the First Amended Information and (2) all additional counts of Aggravated Murder in the First Degree, subsequently charged by the Prosecuting

Attorney, with respect to homicides that the Defendant has admitted to committing pursuant to this Agreement. The Defendant understands that the Prosecuting Attorney has the sole discretion in making the charging decision regarding the homicides in King County that the Defendant, pursuant to this Agreement, admits committing. At the time the Defendant's plea is taken, he shall state in his own words what acts make him guilty of the crimes in the Statement of Defendant on Plea of Guilty. The Defendant shall not enter a plea pursuant to North Carolina v.Alford, 400 U.S. 25 (1970). The Defendant agrees that, regardless of any applicable rule of evidence, his statements made to Law Enforcement and the Prosecuting Attorney pursuant to Section 4) of this Agreement are admissible at the plea and sentencing hearings.

- 7) Waiver of Rights Upon Plea of Guilty. The Defendant understands that he has the following important rights which he will give up and waive by entering this Agreement and pleading guilty:
 - a) The right to a speedy and public trial by an impartial jury in the county where the crime is alleged to have been committed;
 - The right to remain silent before and during trial, and the right to refuse to testify against himself;
 - c) The right at trial to hear and question the witnesses who testify against him;
 - d) The right at trial to testify and to have witnesses testify for him. These witnesses can be made to appear at no expense to him;
 - e) The Defendant understands that he is presumed innocent unless the charge is proven beyond a reasonable doubt or he enters a plea of guilty; and

- f) The right to appeal a finding of guilt after a trial.
- 8) Endorsement of Agreement. The Prosecuting Attorney and the Defendant and his defense attorneys shall endorse and advocate for this Agreement before the trial court at the Plea Hearing and all other hearings. The Prosecuting Attorney confirms that this Agreement is consistent with the interests of justice and prosecuting standards.
- 9) Sentence. The Defendant waives his right to a speedy sentencing hearing and agrees that, at the request of the Prosecuting Attorney, the Court may continue the sentencing hearing to a date six (6) months after the entry of his pleas of guilty. The Defendant understands that the State will recommend that the Court impose the mandatory sentence of life imprisonment without possibility of parole on each of the counts, to be served consecutively. The Defendant further understands that, pursuant to RCW 10.95.030, any person convicted of the crime of Aggravated Murder in the First Degree shall be sentenced to life imprisonment without possibility of release or parole. The Defendant understands that a person sentenced to life imprisonment under this statute shall not have that sentence suspended, deferred, or commuted by any judicial officer and the indeterminate sentence review board or its successor may not parole such prisoner nor reduce the period of confinement in any manner whatsoever including but not limited to any sort of good-time calculation. The Defendant further understands that the department of social and health services or its successor or any executive official may not permit such prisoner to participate in any sort of release or furlough program. The

Defendant further understands that the Court will order him to pay restitution for his crimes.

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- Discovery. Upon the execution of this Agreement, the Defendant's right to receive further discovery in this case is suspended. Upon a finding of a material breach of this Agreement by either party, normal discovery obligations shall resume. No later than the date of the Defendant's sentencing, the Defendant, all defense attorneys, defense paralegals, defense investigators and other persons working on the Defendant's behalf shall return to the Prosecuting Attorney all materials, documents, photographs, and images (including any copies) that were produced by the Prosecuting Attorney to the defense as discovery in this case.
- or consequences surrounding the death penalty or the charge of Aggravated Murder in the First Degree may change by future legislative, executive or judicial action.

 Nevertheless, the Defendant knowingly and voluntarily enters into this Agreement at this time because he wishes to take responsibility for his criminal actions as soon as possible and because he desires to know as soon as possible that he will not face the possibility of execution for any crime that he has committed in King County.

 The Defendant agrees to waive any right to pursue an appeal, in State or Federal court, of any convictions and/or sentences, decreed or imposed pursuant to this Agreement. The Defendant also waives his right to collaterally attack or make any post-conviction challenge to his convictions and/or sentences in either State or Federal court under the Washington State Constitution Art. 1, § 13, the Revised Code of Washington 7.36 et seq., the Revised Code of Washington 10.73 et seq., the

Rules of Appellate Procedure Title 16, Title 28 United States Code § 2254 or any other applicable State or Federal law or rule. The Defendant waives these rights after having reviewed his rights and remedies concerning appeals and collateral attacks with his attorneys.

- Limited Remedy if the Convictions or Sentences Are Set Aside. The Defendant understands and agrees that the provisions of the foregoing section prevent the Defendant from bringing any future legal challenge of any kind to his convictions and sentences for Aggravated Murder in the First Degree. Nonetheless, the Defendant agrees and understands that, in the event that all or some of his convictions and/or sentences for Aggravated Murder in the First Degree are set aside for any reason, withdrawal of his pleas of guilty shall not be a remedy. Instead, the Defendant agrees and understands that his sole remedy shall be limited to a resentencing on every count for the crime of Murder in the First Degree. Furthermore, the Defendant agrees that his sentences for these crimes shall run consecutively.
- 13) Waiver of Right to Petition for Clemency. The Defendant understands and agrees that he will not petition the Governor, and/or the Clemency and Pardons Board or its successor, or any other entity or individual, for pardon or clemency or other relief from convictions or sentences arising from this Agreement.
- 14) <u>Promises.</u> No one has made any threats of any kind to the Defendant or to any other person to cause him to enter into this agreement. No person has made promises of any kind to cause the Defendant to enter this Agreement except as set forth herein. No additional promises, agreements and conditions have been entered

- into other than those set forth in this Agreement and none will be entered into except in a written agreement signed by all parties.
- 15) Immunity. Nothing in this agreement shall be construed as providing the Defendant with any type of immunity, including but not limited to transactional immunity, use immunity or derivative use immunity.

16) Breach.

- a) <u>Determination of Breach</u>. Should any party to this Agreement allege a material breach, the question of whether or not a material breach occurred shall be submitted to the King County Superior Court Judge then assigned to try this case.
- b) Breach by Defendant. The Defendant understands that his failure to comply with the conditions and terms set forth in this Agreement will constitute a material breach of the Agreement which will release the Prosecuting Attorney from its promise and obligations contained in this Agreement. In the event of a finding of a material breach by the Defendant, the Prosecuting Attorney may, in its discretion, fully prosecute the Defendant on all substantive criminal charges, if any, which can be brought against him in King County. Pursuant to Evidence Rule 410, the Prosecuting Attorney may not introduce any of the Defendant's statements made pursuant to Section 4) of this Agreement against Defendant in any criminal or civil prosecution. However, the Defendant understands that the Prosecuting Attorney may use any other evidence obtained or derived, directly or indirectly, from the Defendant's actions undertaken pursuant to this Agreement, including evidence of any kind discovered or recovered as a result of the Defendant's statements.

- c) Breach by Prosecuting Attorney. In the event of a finding of a material breach of this Agreement by the Prosecuting Attorney, the Prosecuting Attorney will withdraw the death penalty on any count currently charged against the Defendant and will not seek the death penalty on any count subsequently charged which arises from the crimes admitted by the Defendant pursuant to this Agreement. In the event of a finding of a material breach by the Prosecuting Attorney, the Defendant shall not be afforded immunity of any kind for crimes of any kind.
- Parties Bound. This agreement is limited to the Defendant, his attorneys, and the King County Prosecuting Attorney's Office, and cannot bind other federal, state, or local prosecuting or investigative authorities.
- Confidentiality. Other than to the parties other persons reasonably necessary to the ease, no dissemination of this written Agreement shall be made until entry of a formal plea of guilty or upon subsequent express agreement of the parties.
- Entire Agreement. This Agreement contains all terms, conditions, and provisions agreed upon by the parties hereto, and shall not be modified except by written amendment.

King County Prosecuting Attorney

Mark Prothero Mark Prothero	<u> </u>
Defense Counsel Add Manhagen Todd Gruenhagen # 17346	Tune 13,2003
Defense Counsel Michele Shaw # 1956)	6/13/03 Date
Defense Counsel Eric Lindell #18972 Defense Counsel	6-17-07 Date
Fred Leatherman # 7223 Defense Coursel	6/13/03 Date
Dave Roberson 19299 Defense Counsel	6-/3-03 Date
Suzaine Lee Elliott Suzaine Lee Elliott Detense Counsel # 12634	<u>6-13-03</u> Date

STATEMENT OF DEFENDANT

I have read the foregoing terms and conditions and have discussed them with my attorneys. I fully understand and accept them. I further represent that this Agreement is executed voluntarily and is of my own free will. No promises, commitments, or understandings have been made to or for me in connection with the execution of this Agreement other than those set forth above. I hereby indicate my assent to all of the terms and conditions of this Agreement by my signature below.

11-5-03

(Page 25 of 34)

STATEMENT BY DEFENDANT'S ATTORNEY

Review of Agreement. I have read this Agreement carefully. I have carefully reviewed every term and condition with my client. I believe that he fully understands and accepts every term and condition. No promises, commitments, or understandings have been made in connection with the execution of this Agreement other than those set forth above. I believe that the Defendant is knowingly, intelligently and voluntarily entering into this Agreement.

Defendant's Sound Mental State. During my contact with the Defendant I have never seen any indication that he suffers from any mental disease or defect. During consultations with my colleagues who also represent the Defendant, none of them has mentioned observing any signs that the Defendant suffers from any mental infirmity. I know that the Defendant has been evaluated by mental health experts, and nothing in their reports suggests to me that the Defendant is anything other than perfectly competent to stand trial and to enter a valid guilty plea.

Effective Assistance of Counsel. I believe this Agreement is in the best interest of my client. I believe that the Defendant truly wishes to acknowledge his guilt for the crimes referenced in the proffer and recounted in the First Amended Information. I have no reason to think that the Defendant did not commit these crimes. I believe the Defendant has received exemplary legal representation by me and by all of his other attorneys.

Anthony Savage

Dated: 6-13-03

(Page 26 of 34)

STATEMENT BY DEFENDANT'S ATTORNEY

Review of Agreement. I have read this Agreement carefully. I have carefully reviewed every term and condition with my client. I believe that he fully understands and accepts every term and condition. No promises, commitments, or understandings have been made in connection with the execution of this Agreement other than those set forth above. I believe that the Defendant is knowingly, intelligently and voluntarily entering into this Agreement.

Defendant's Sound Mental State. During my contact with the Defendant I have never seen any indication that he suffers from any mental disease or defect. During consultations with my colleagues who also represent the Defendant, none of them has mentioned observing any signs that the Defendant suffers from any mental infirmity. I know that the Defendant has been evaluated by mental health experts, and nothing in their reports suggests to me that the Defendant is anything other than perfectly competent to stand trial and to enter a valid guilty plea.

Effective Assistance of Counsel. I believe this Agreement is in the best interest of my client. I believe that the Defendant truly wishes to acknowledge his guilt for the crimes referenced in the proffer and recounted in the First Amended Information. I have no reason to think that the Defendant did not commit these crimes. I believe the Defendant has received exemplary legal representation by me and by all of his other attorneys.

Mark Prothero

Dated: 6/13/07

(Page 27 of 34)

STATEMENT BY DEFENDANT'S ATTORNEY

Review of Agreement. I have read this Agreement carefully. I have carefully reviewed every term and condition with my client. I believe that he fully understands and accepts every term and condition. No promises, commitments, or understandings have been made in connection with the execution of this Agreement other than those set forth above. I believe that the Defendant is knowingly, intelligently and voluntarily entering into this Agreement.

Defendant's Sound Mental State. During my contact with the Defendant I have never seen any indication that he suffers from any mental disease or defect. During consultations with my colleagues who also represent the Defendant, none of them has mentioned observing any signs that the Defendant suffers from any mental infirmity other than sub-normal intelligence. I know that the Defendant has been evaluated by mental health experts, and nothing in their reports suggests to me that the Defendant is anything other than competent to stand trial and to enter a valid guilty plea.

Effective Assistance of Counsel. I believe this Agreement is in the best interest of my client. I believe that the Defendant truly wishes to acknowledge his guilt for the crimes referenced in the proffer and recounted in the First Amended Information. I have no reason to think that the Defendant did not commit these crimes. I believe the Defendant has received exemplary legal representation by me and by all of his other attorneys.

Todd Gruenhagen

Dated: Sort 13, 2003

Review of Agreement. I have read this agreement carefully. I believe my co-counsel reviewed every term and condition of this agreement with our client. Based on consultation with my co-counsel, I believe our client fully understands and accepts every term and condition of this agreement. No promises, commitments, or understandings have been made in connection with the execution of this agreement, other than those set forth herein. Based on my consultation with co-counsel, I believe the defendant is knowingly, intelligently and voluntarily entering into this agreement.

<u>Defendant's Sound Mental State:</u> During my consultations with my colleagues who also represent the Defendant, none of them has mentioned observing any sign that the defendant suffers from any mental infirmity that would impair his ability to enter this agreement or plea.

Effective Assistance of Counsel: I believe this Agreement is in the best interest of my client. Based upon my consultation with co-counsel I believe the defendant truly wishes to acknowledge his guilt for the crimes referenced in the proffer and recounted in the First Amended Information. I believe the representation I provided to the Defendant and the representation provided by my co-counsel meets or exceeds standards required to constitute effective assistance of counsel as required under the Constitution.

Suranne Lee Elliott, WSBA #12634

Dated this 13 day of June, 2003.

Review of Agreement. I have read this agreement carefully. I believe my co-counsel reviewed every term and condition of this agreement with our client. Based on consultation with my co-counsel, I believe our client fully understands and accepts every term and condition of this agreement. No promises, commitments, or understandings have been made in connection with the execution of this agreement, other than those set forth herein. Based on my consultation with co-counsel, I believe the defendant is knowingly, intelligently and voluntarily entering into this agreement.

<u>Defendant's Sound Mental State:</u> During my contact with the Defendant I have never seen any indication that he suffers from any mental disease or defect. During my consultation with my colleagues who also represent the Defendant, none of them has mentioned observing any sign that the defendant suffers from any mental infirmity that would impair his ability to enter this agreement or plea.

Effective Assistance of Counsel: I believe this Agreement is in the best interest of my client. Based upon my consultation with co-counsel I believe the defendant truly wishes to acknowledge his guilt for the crimes referenced in the proffer and recounted in the First Amended Information. I believe the representation I provided to the Defendant and the representation provided by my co-counsel meets or exceeds standards required to constitute effective assistance of counsel as required under the Constitution.

Eric W. Lindell, WSBA #18972

Dated this 12 day of June, 2003.

Review of Agreement. I have read this agreement carefully. I believe my co-counsel reviewed every term and condition of this agreement with our client. Based on consultation with my co-counsel, I believe our client fully understands and accepts every term and condition of this agreement. No promises, commitments, or understandings have been made in connection with the execution of this agreement, other than those set forth herein. Based on my consultation with co-counsel, I believe the defendant is knowingly, intelligently and voluntarily entering into this agreement.

<u>Defendant's Sound Mental State:</u> During my contact with the Defendant I have never seen any indication that he suffers from any mental disease or defect. During my consultation with my colleagues who also represent the Defendant, none of them has mentioned observing any sign that the defendant suffers from any mental infirmity that would impair his ability to enter this agreement or plea.

<u>Effective Assistance of Counsel:</u> I believe this Agreement is in the best interest of my client. Based upon my consultation with co-counsel I believe the defendant truly wishes to acknowledge his guilt for the crimes referenced in the proffer and recounted in the First Amended Information. I believe the representation I provided to the Defendant and the representation provided by my co-counsel meets or exceeds standards required to constitute effective assistance of counsel as required under the Constitution.

David W. Roberson, WSBA #19298

Dated this 13 day of June, 2003.

Review of Agreement. I have read this agreement carefully. I have reviewed every term and condition of this agreement with our client. Based on consultation with my cocounsel, I believe our client fully understands and accepts every term and condition of this agreement. No promises, commitments, or understandings have been made in connection with the execution of this agreement, other than those set forth herein. Based on my consultation with co-counsel, I believe the defendant is knowingly, intelligently and voluntarily entering into this agreement.

<u>Defendant's Mental State:</u> I do not believe that Mr. Ridgway presents any mental disease or defect which would affect his ability to enter into this plea agreement. I believe Mr. Ridgway is competent to enter into this agreement.

Effective Assistance of Counsel: I believe this Agreement is in the best interest of my client. Based upon my consultation with co-counsel I believe the defendant truly wishes to acknowledge his guilt for the crimes referenced in the proffer and recounted in the First Amended Information. I believe the representation I provided to the Defendant and the representation provided by my co-counsel meets or exceeds standards required to constitute effective assistance of counsel as required under the Constitution.

Michele Shaw WSBA # 19561

Dated this $\frac{13}{2}$ day of June, 2003.

Review of Agreement: I have read this agreement carefully. I believe my co-counsel reviewed every term and condition of this agreement with our client. Based on consultation with my co-counsel, I believe our client fully understands and accepts every term and condition of this agreement. No promises, commitments, or understandings have been made in connection with the execution of this agreement, other than those set forth herein. Based on my consultation with co-counsel, I believe the defendant is knowingly, intelligently, and voluntarily entering into this agreement.

<u>Defendant's Sound Mental State</u>: During my contact with the Defendant, I have never seen any indication that he suffers from any mental disease or defect. During my consultation with my colleagues who also represent the Defendant, none of them has mentioned observing any sign that the defendant suffers from any mental infirmity that would impair his ability to enter into this agreement or plea.

Effective Assistance of Counsel: I believe this Agreement is in the best interest of my client. Based upon my consultation with co-counsel, I believe the defendant truly wishes to acknowledge his guilt for the crimes referenced in the proffer and recounted in the First Amended Information. I believe the representation I provided to the Defendant and the representation provided by my co-counsel meets or exceeds standards required to constitute effective assistance of counsel as required under the Constitution.

Fred Leatherman, WSBA #7223

by Malfitt

Dated this 13th of June, 2003

BEST AVAILABLE IMAGE POSSIBLE



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NOTIFICATION OF INELIGIBILITY TO

POSSESS FIREARM